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SUPREME COURT OF THE UNITED STATES.

No. ~~301~~. 202. 47. 70. 65
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ALFRED INGRAHAM, SURVIVOR OF GEORGE READ DEC'D
PLAINTIFF IN ERROR,

vs.

EMILY McINTYRE, TUTRIX OF MARY M., AND WM. B. McINTYRE, CHILDREN AND MINOR HEIRS OF THOMAS G. McINTYRE, DEC'D, AND ELIAS BRIDGERS, SURVIVING EXECUTOR OF WILLIAM BRIDGERS, DEC'D, DEFENDANTS IN ERROR.

IN ERROR TO THE HIGH COURT OF ERRORS AND APPEALS FOR THE STATE OF MISSISSIPPI.

CCCI. GIDEON, Printer, 511 Ninth Street, D.C.

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THE STATE OF MISSISSIPPI.
HIGH COURT OF ERRORS AND APPEALS.

Pleas had at a term of the High Court of Errors and Appeals of the State of Mississippi, begun and held at the Capitol, at Jackson, in said State, at the court-room of said High Court, on the third Monday of April, A. D. 1858, before the Hon. C. P. Smith, Chief Justice, and the Hon. E. S. Fisher, and the Hon. A. H. Handy, Associate Judges of said High Court, and Samuel Livingston, Clerk of said High Court.

THOMAS G. MCINTYRE and ELIAS BRIDGERS Surviving Executors of WILLIAM BRIDGERS, deceased, Plaintiffs in Error,
7976. *vs.*
ALFRED INGRAHAM and GEORGE READ, Defendants in Error.

Be it remembered that heretofore, to wit, on the 14th day of February, A. D., 1857, the said plaintiffs in error filed, in the office of the Clerk of our High Court of Errors and Appeals of the State of Mississippi, a transcript of the record of a cause lately pending in the Southern District Chancery Court of the State of Mississippi, at Natchez, which said case was brought into our said High Court of Errors and Appeals on a writ of error to the decree of said District Chancery Court rendered therein; said writ of error and transcript of record, with all the process, proceedings, and decrees of our said High Court of Errors and Appeals therein, are in the words and figures following, to wit:

Writ of Error.

The State of Mississippi,
Southern District Chancery Court.

Whereas, on the 30th day of May, 1856, by the Decree of the Southern District Chancery Court aforesaid, Alfred Ingraham and George Read recovered of Thomas G. McIntyre and Elias Bridgers, surviving executors of the last will and testament of William Bridgers, the sum of ten thousand and eighty six dollars and seventy-three cents, and costs of suit, amounting to $39 $\frac{52}{100}$, and whereas the said defendants, Thomas G. McIntyre and Elias Bridgers, surviving executors as aforesaid, having filed their petition alleging that in the record and proceedings, as also in the judgment, manifest errors hath intervened to their damage, and also praying for a writ of error and supersedeas, and hath given bond as the law directs.

And we being willing that error, if any there be, shall be cor-

rected in due manner, and full and speedy justice done, do command that a full and complete transcript of the judgment, record and proceedings thereon, be sent up under the seal of our said Court, before the High Court of Errors and Appeals, to be held at the city of Jackson, on the third Monday of April next, together with this writ, so that on inspection thereof, our said High Court may cause to be done, for the correction of that error, what of right, and according to our laws, ought to be done.

Witness the Honorable C. P. Smith, Chief Justice of the High [L. S.] Court of Errors and Appeals, at the city of Jackson, the third Monday of October, A. D. 1856.

Issued the 28th day of January, 1856.

E. S. RUSSELL, *Clerk.*
By Ro. W. WOOD, *Dep. Clerk.*

Alfred Ingraham and George Read
vs.
Thomas G. McIntyre and Elias Bridgers, Executors of William Bridgers, deceased.

Pleas before the Honorable Benjamin C. Buckley, Vice Chancellor of the State of Mississippi, for the Southern District, at a Southern District Chancery Court, begun and held at the Court Room in the city of Natchez, county of Adams, and State aforesaid, on the fourth Monday in May, in the year of our Lord, one thousand eight hundred and fifty-six.

Be it remembered, that heretofore, to wit, on the 21st day of September, A. D. 1848, the complainants, by their solicitor, filed in the office of the Clerk of the Circuit Court of Claiborne County, their certain bill of complaint against the said defendants, which said bill of complaint was afterwards, to wit, on the 5th day of December, 1848, filed in the office of the Clerk of our said Southern District Chancery Court, which is in the words and figures following, to wit:

Bill of Complaint.

To the Honorable James M. Smiley, Vice Chancellor of the State of Mississippi, for the Southern District, in Equity, sitting at Natchez.

The Bill of Complaint of Alfred Ingraham and George Read, of the County of Claiborne, respectfully showeth, that the President and Directors of the Grand Gulf Railroad and Banking Company, a Railroad and Banking Corporation, chartered by the Legislature of the State of Mississippi, named by a deed of trust and assignment, executed under its corporate seal, on the 10th day of February, A. D. 1842, conveyed to your orator, the said Alfred,

and one John Lindsey, since deceased, all of its property, both real and personal, and assigned and set over to them all its notes, choses in action and evidences of debt, with some few exceptions, n said deed mentioned, the same property real and personal, notes, choses in action, &c., to be held by your orator, said Alfred, and said Lindsay, and the survivor of them, and the heirs, executors, administrators and assigns of such survivor, in trust for the payment of the debts of the said Corporation, as will more fully appear, reference being had to a certified copy of said deed filed in this Honorable Court, with a bill of present complainants, against William and Parmenas Briscoe and R. Valentine, which copy is therein marked Exhibit A, and is prayed to be taken as part of this bill.

The said John Lindsey died in the year of our Lord 1842, and, that after his death, your orator, said Alfred, and the said President and Directors, &c., united in executing a deed, whereby all the property, &c., as aforesaid, conveyed by said original deed was conveyed, transferred and assigned to your orators, said Alfred and George, upon the trusts expressed and conveyed in said original deed to your orators, said Alfred and John Lindsey, as will appear from a certified copy of said deed filed with your orators' bill against H. Brascoe and others, above referred to, marked Exhibit B, and prayed to be taken as part of this bill of complaint.

They further show, that amongst the notes and choses in action as aforesaid, assigned and transferred by said deeds, and now held in trust unpaid by your orators, for the purposes therein declared, is a certain promissory note made by Thomas G. McIntyre, Peter McIntyre and William Bridgers, dated at Grand Gulf, in the County of Claiborne, on the 18th day of November, A. D. 1841, and by which the said makers promised that they, or either of them, would three hundred and seventy days after the date thereof, pay to the said, "The President and Directors, &c.," the sum of four thousand eight hundred and forty-two 73-100 dollars for value received.

That said Thomas G. McIntyre and William Bridgers, are residing in the County of Claiborne, and, that Peter McIntyre is dead, administration of his estate having been granted to said Thomas G. McIntyre.

That, on an information in the nature of a quo warranto, filed at the instance of the State of Mississippi, in the Circuit Court of the County of Claiborne, such proceedings were thereupon had, that at the April Term of said Court, held in the year of our Lord 1846, it were by the judgment of said Court, considered that said President and Directors of the Grand Gulf Railroad and Banking Company, should be ousted from its franchise of being a body politic and corporate; and, that all its liberties, privileges and franchises, should be seized into the hands of the State of Mississippi, which judgment of said Circuit Court, was upon an appeal

taken by said President and Directors, to the High Court of Errors and Appeals of said State, by said High Court, affirmed at its January Term, A. D. 1848.

Your orators further show, that said promissory note has never been indorsed by the said Corporation, or any one authorized by it. That by reason of said judgments, the said Corporation, to which said note was made payable, is dissolved, so that your orators can institute and maintain no suit in its name, to recover the amount due on said note, nor can they maintain a suit at law in their own names, they having merely an equitable, beneficial interest in said note, which the Courts of Common Law will not recognize as giving them the right to maintain an action.

Forasmuch therefore, as your orators are without remedy in the Courts of Common Law, by the strict rules which there prevail, and can have relief only in a Court of Equity, where, &c. May it please your Honors, that subpœnas may issue, commanding them, the said Thomas G. McIntyre and William Bridgers, on a certain day to be therein named, to be and personally appear before this Honorable Court, and on their several and respective corporal oaths, according to their respective knowledge, remembrance, information and belief, to answer this bill, each in his own behalf, and commanding said Thomas to answer the same as administrator of the goods, chattels, &c., which were of said Peter McIntyre, deceased, and to direct an account to be taken of what is due to your orators, of principal and interest on said note, and that they the said defendants, may be decreed to pay the same; and, that the said Thomas, as administrator, &c., as aforesaid, may also be decreed to pay the same, or to grant to your orators such other and further relief as the equity of the case may require, and your orators will ever pray,

H. S. WILSON,
Solicitor for Complainants.

Exhibit A.

Referred to in the foregoing bill of complaint and which is of record in the office of the Clerk of said Southern District Chancery Court, in cause No. 200, wherein Alfred Ingraham and George Read are complainants, and William and Parmenas Briscoe et al. are defendants, is in the words and figures following, to wit:

This indenture, made the tenth day of February, in the year of our Lord one thousand eight hundred and forty-two, by and between the president and directors of the Grand Gulf Railroad and Banking Company of the one part, and John Lindsay and Alfred Ingraham, of the County of Claiborne and State of Mississippi, of the other part. Whereas the party of the first part are indebted to sundry persons and bodies corporate, in divers sums of money, which from various causes the said party of the first

part are unable at present fully to pay and satisfy, but are desirous of providing an adequate security for the payment and satisfaction of the same in a just and equitable manner: Now this indenture witnesseth, that the said party of the first part, as well as for the consideration aforesaid as for and in consideration of the sum of one dollar to them in hand paid by the party of the second part, at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer and set over unto the said party of the second part, all and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property and effects of the said party of the first part, whatsoever and wheresoever, saving and excepting only the estate, property and effects contained, described and set forth in a certain schedule hereunto annexed, sealed with the seal of the said party of the first part, and bearing even date herewith. To have and to hold all and singular the premises hereby given, granted, assigned and transferred, or intended so to be, to the said party of the second part, and to the survivors of them, and the heirs, executors, administrators and assigns of such survivor, to and for their and his own use, benefit and behoof forever, as joint tenants and not as tenants in common. In trust nevertheless, to and for the following uses, intents, purposes, and trusts, and to and for none other whatsoever. That is to say, in trust, in the first place, to enter upon the real estate hereby granted, and to sell, dispose of, and convey the same in fee simple, or for any less estate, by public or private sale, for the best price that can be obtained for the same for cash or on a credit, as to them may seem most expedient, and to give receipts for the purchase money, so that the purchaser or purchasers shall not be accountable for the same; and in the meantime, and until sales shall be made, to receive the rents, issues, and income of the said real estate, and pay the charges thereon; and to sell, dispose of, assign, and transfer all the personal estate, property, and effects hereby assigned, transferred, and set over by the party of the first part to the party of the second part for the best price that can be obtained for the same for cash, or on a credit, as to them shall seem most expedient, and to receive in payment of the same, and in payment of the real estate, so as aforesaid sold and conveyed, the notes and other evidences of debt of the party of the first part, if the said party of the second part shall deem it expedient so to do. And in the next place in trust, to ask, demand, sue for, recover, receive, collect, and get in all and singular the debts and moneys due and owing to the party of the first part, and hereby assigned, and at their discretion to compromise and compound for the same, and in payment of the same, to take real or personal

estate, and to receive the notes and other evidences of debt of the party of the first part, and the moneys so collected, received, and got in, as well as the proceeds of the said real and personal estate, safely to keep, and apply to and for the use and purposes herein declared. That is to say, in the first place, to pay and discharge all reasonable and necessary expenses, costs, and charges attending the execution of this trust, in which it is expressly understood and agreed that they shall be included, to be charged and allowed to the said John Lindsey five thousand dollars per annum, and the said Alfred Ingraham the sum of four thousand dollars per annum, respectively, as long as they shall respectively devote their time and attention to the business and concerns of this trust, so far as the same shall be required.

Provided always, that if, at any time hereafter, any creditor or creditors of the said party of the first part interested in this trust to the amount together of two hundred and fifty thousand dollars, or more, shall require the parties of the second part to call a meeting of all the creditors so interested for the purposes of diminishing, enlarging, or working such allowances to the assignees above mentioned, or any of them, that it shall be the duty of the said party of the second part to call such meeting, to be held at some convenient place to be by them appointed, of which sixty days' notice shall be published in one or more papers of the county of Claiborne and State of Mississippi, and of the cities of New York, Philadelphia, and New Orleans, at least eight times during the said period of sixty days, and at such meeting a majority in number and value of all said creditors shall then and there have power to diminish, increase, or revoke the said allowance accordingly; and in case of such diminution or revocation, then the trusts of this indenture, in regard to such allowance, shall thereafter conform to such order of the creditors aforesaid, saving, nevertheless, in that event to the parties of the second part, and each of them, their right to such compensation as a competent tribunal shall in this behalf hold them to be respectively entitled to for their services in the execution of this trust.

3d. And in the second place to pay off, discharge and satisfy all the judgments heretofore entered and obtained against the said party of the first part, in any Court or before any Magistrate in the State of Mississippi, together with the interest, costs and charges accruing thereon. And in the third place fully to indemnify and save harmless all sureties from any loss or damage which they or any of them have sustained, or may sustain, for or by reason of any suretyship, engagement or responsibility of any kind whatsoever, which they respectively have entered into for or on behalf of the said party of the first part to these presents. And in the fourth place from time to time as often as they shall have moneys in hand of a sufficient amount for a dividend, to divide and distribute the same rateably and equally in and towards the

payment of all and every the debts of the said party of the first part, and the interest accrued thereon, so that each creditor may participate rateably and alike in every such dividend, until all the said debts and the interest accrued thereon shall be fully paid off and discharged. And in further trust, from and after the payment and discharge of the debts intended to be secured and provided for by this indenture in full with interest, then to re-transfer, convey and pay over to the said party of the first part, their successors, and assigns, whatever may remain of the premises hereby granted or assigned. And all moneys, credits and effects which may have been raised therefrom or from any part thereof and not applied to the purposes of the trusts herein and hereby created; together with all deeds, papers, muniments of title, evidences and securities relating thereto. Provided, always, nevertheless, and it is hereby expressly declared, understood and agreed as the condition of this indenture, and the trusts therein and thereby created, that before the said trustees, their successors or assigns, shall proceed to make or declare any dividend of the moneys raised or collected as aforesaid, they shall give sixty days notice of their intention to do so in one or more newspapers published in the cities of New York, Philadelphia and New Orleans and in the county of Claiborne, at least eight times during the said period of sixty days, calling upon the claimants to come forward and prove their debts; and such dividend shall be declared and made only on the amounts so brought forward and proved; and no creditor shall be entitled to claim or receive such dividend who shall not have brought forward and proved his, her or their debt or debts before the time appointed for making and declaring such dividend. But if any further dividends shall thereafter be made such neglecting or defaulting creditors, bringing forward and proving his, her or their claim or claims in time therefor, as aforesaid, shall be entitled to receive in addition to such dividend an amount equal to the rate of dividend or dividends which shall have been before made and paid, and so on from time to time, until a final dividend shall be declared and made, which final dividend the said trustees, their successors and assigns are hereby authorized and required to declare and make whenever the money arising from the premises hereby granted and assigned shall by the payment of said final dividend be disposed of and exhausted, or when all the creditors who have brought forward and proved their claims shall be paid in full, principal and interest, it being understood, however, that no interest shall be paid until the final dividend. No creditors shall have any claim upon the remaining fund, if any there be, nor upon the said trustees, their successors or assigns, for or by reason of these presents or the trusts herein or hereby created, but the same, except the trust for reconveying the surplus to the said party of the first part, their successors or assigns, shall thenceforth cease, determine and be at an end.

Provided, also, and it is expressly understood and agreed that if the said party of the first part, their successors or assigns, shall at any time pay off and discharge the said debts, then and from thenceforth, the trusts herein and hereby created, or so much thereof as shall remain unexecuted, shall cease and be determined, and the whole of the trust property then remaining shall be conveyed, transferred and delivered to the said party of the first part, their successors or assigns, and it is hereby expressly agreed by and between the parties to these presents, as a condition and part thereof, that the said trustees, their successors and assigns shall not be answerable for the acts, omissions or defaults of each other, but only each for his own acts, omissions and defaults, and that they shall not be answerable for the misconduct, omission or default of any agent or agents they may find it necessary to employ, but that they shall be accountable only for the exercise of fair and reasonable skill and judgment as well in the appointment of such agent or agents as in the general management of the trust hereby created, if the same be executed in good faith and intention.

And the better to enable the party of the second part, their successors and assigns, to execute the said trusts, the said party of the first part do hereby make, constitute and appoint them their true and lawful attorneys and attorney, irrevocably in the premises for them and in their name or otherwise, but to and for the uses, intents and purposes of this trust, and at the cost and charge of the same to ask, demand, sue for and recover and receive all and every sum or sums of money due or to become due by reason of any matter or thing herein and hereby granted and assigned, or intended so to be, and to give receipts and acquittances for the same, and generally to act and do as fully and effectually in the premises as they themselves might or could do, and substitute or substitutes, one or more under them, to nominate and appoint and again at pleasure to revoke such nominations or appointments, hereby ratifying and confirming whatsoever they or their said substitute or substitutes may lawfully do in the premises.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the said the President and Directors of the Grand Gulf Railroad and Banking Company, of the first part, acting by their President, John Lindsay, at Grand Gulf the day and year first above written. The words "the," in the fourth line from the top of the second page; "to take real or personal estate and," in the twentieth line from the top of the second page; the word "one," in the fifth line from the bottom of the fourth page, and the words "or otherwise," in the third line from the bottom of the fifth page, were interlined before execution.

J. LINDSAY, *President.* [SEAL.]

We accept the trusts created by the above indenture of assign-

ment, this twenty-fifth day of February, in the year of our Lord one thousand eight hundred and forty-two.

JOHN LINDSAY, [SEAL.]
ALFRED INGRAHAM. [SEAL.]

State of Mississippi, }
Claiborne County. }

Before me, the subscriber, Judge of the Probate Court of the County aforesaid appeared the above name John Lindsay, Esquire, to me personally known as the President of the corporation above named, "The President and Directors of the Grand Gulf Rail Road and Banking Company," who, being duly sworn, according to law did depose and say, that he enacted the above written Indenture as President of the said Corporation, and that the above impression is the common seal of the above corporation, thereto duly affixed by the authority of the Board of Directors, and that the said indenture is sealed and delivered as the proper act and deed of the said "the President and Directors of the Grand Gulf Rail Road and Banking Company" for the uses, intents and purposes therein set forth.

Given under my hand and seal this 25th day of February, A. D. 1842.

WM. M. RANDOLPH, [SEAL.]
Judge of Probate C. C.

Schedule of the estate, property, and effects excepted and reserved in the foregoing indenture of assignment annexed thereto, and sealed with the common seal of the President and Directors of the Grand Gulf Railroad and Banking Company, at Grand Gulf, on the 10th day of February 1842, by authority of said President and Directors, viz.:

A note executed by D. B. Patterson, R. J. Bland, J. Harper, dated Grand Gulf, December 6th, 1837, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company four months after the date thereof for $1500.

Entitled to a credit July 15th, 1838, of $1,139 52.

A note executed by Benjamin F. Stockton, Harper, Carpenter, & Co., in liquidation; A. Tunstall, & Co., in liquidation; L. P. Maxwell, dated Grand Gulf, 21st March, 1839, payable to the President and Directors of the Grand Gulf Railroad and Banking Company, on the 15th, November 1839, for $1,060.

A note executed by A. Tunstall, J. Harper, Summers and Watt, dated Grand Gulf 19th December, 1836, payable to the President and Directors of the Grand Gulf Railroad and Banking Company, thirteen months after the 23rd of December, 1836, for $1,500.

A note executed by A. Tunstall, & Co., in liquidation, Harper, Carpenter, & Co., Summers & Watt, dated Grand Gulf 24th December, 1837, payable to the President and Directors of the Grand

Gulf Railroad and Banking Company thirty days after the 30th of December, 1837, for $600.

A note executed by Eli West, for $718 $\frac{78}{100}$, dated Port Gibson, September 34th, 1838, payable on the first day of March, 1839, to J. O. Pierson & Co., or order, and endorsed by J. O. Pierson & Co., and by Muir, Moore & Co., negotiable and payable at the Bank of Port Gibson, and protested for non-payment at maturity.

A bill of exchange drawn by Brock & Jones on Davis, Wood, & McCall, Vicksburg, Miss., for $1000. Dated at Grand Gulf, January 11th, 1837, payable thirty days after date to the order of Sawyer & Wilroy, and endorsed by them and A. Tunstall & Co., and protested for non-payment at maturity.

A bill of exchange drawn by Wm. M. Brown on Bogart & Hoopes of New Orleans, and by them accepted on the 20th of November, 1835, for $1.525, dated Port Gibson, 13th November, 1835, payable four months after sight to the order of Jas. H. Moore and Co., and endorsed by them and Robert G. Green, and protested for non-payment at maturity.

[SEAL.] J. LINDSAY, *President.*

Received and filed for Record 25th February, A. D. 1842, and truly recorded. FREDERICK J. POOR, *Clerk.*

The State of Mississippi, }
County of Claiborne. }

I, Frederick J. Poor, clerk of the Probate Court, in and for said County, do hereby certify that the foregoing transcript of six pages, contains a true and correct copy of the Deed of Trust or Assignment from the President and Directors of the Grand Gulf Railroad and Banking Company, to John Lindsay and Alfred Ingraham, as the same appears of record in my office, in Book W., pages 20, 21, 22, 23, and 24.

[SEAL.] Given under my hand and seal of Office at Port Gibson, this 17th day of June, A. D. 1848.

FREDERICK J. POOR, *Clerk.*
By Jos. W. MURPHY, *D. C.*

EXHIBIT B.

Referred to in the foregoing bill of complaint, and which is of record in the office of the clerk of said Southern District Chancery Court, in cause No. 200, wherein Alfred Ingraham and George Read are complainants, and William and Parmenas Briscoe, et al., are defendants, is in the words and figures following, to wit:

"Whereas, on the tenth day of February, in the year of our Lord, eighteen hundred and forty-two, the President and Directors of the Grand Gulf Railroad and Banking Company executed a deed of trust and assignment of all its property and effects to

John Lindsay and Alfred Ingraham, which said deed of trust was made to secure and pay the debts due by the said President and Directors of the Grand Gulf Railroad and Banking Company, and is in the words and figures following, to wit: This Indenture made the tenth day of February, in the year of our Lord one thousand eight hundred and forty-two, by and between the President and Directors of the Grand Gulf Railroad and Banking Company, of the one part, and John Lindsay and Alfred Ingraham of the County of Claiborne, and the State of Mississippi, of the other part. Whereas, the party of the first part are indebted to sundry persons and bodies, corporate in divers sums of money, which, from various causes, the said party of the first part are unable at present fully to pay and satisfy, but are desirous of providing an adequate security for the payment and satisfaction of the same in a just and equitable manner. Now this indenture witnesseth that the said party of the first part, as well for the consideration aforesaid, as for and in consideration of the sum of one dollar to them in hand, paid by the party of the second part, at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred, and set over, and by these presents, do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer, and set over unto the said party of the second part, all and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property and effects of the said party of the first part, whatsoever and wheresoever, saving and excepting only the estate, property and effects, contained, described, and set forth in a certain schedule hereunto annexed, sealed with the seal of the said party of the first part, and bearing even date herewith. To have and to hold all and singular the premises hereby given, granted, assigned and transferred, or intended so to be, to the said party of the second part, and to the survivor of them, and the heirs, executors, administrators, and assigns, of such survivor to and for their and his own use, benefit and behoof forever, as joint tenants and not as tenants in common.

In trust nevertheless to and for the following uses, intents, purposes and trusts, and to and for none other whatsoever. That is to say in trust, in the first place, to enter upon the real estate hereby granted, and to sell, dispose of, and convey the same in fee simple or for any less estate by public or private sale, for the best that can be obtained for the same for cash or on credit, as to them may seem most expedient, and to give receipts for the purchase money so that the purchaser or purchasers shall not be accountable for the same; and in the meantime and until sales shall be made to receive the rents, issues, and income of the said real estate, and pay the charges thereon, and to sell, dispose of, assign and transfer all the personal estate, property and effects hereby

assigned, transferred and set over by the party of the first part to the party of the second part, for the best price that can be obtained for the same for cash or on credit, as to them shall seem most expedient, and to receive in payment of the same, and in payment of the real estate so as aforesaid sold and conveyed, the notes and other evidences of debt of the party of the first part, if the said party of the second part shall deem it expedient so to do, and in the next place in trust, to ask, demand, sue for, recover, receive, collect, and get in all and singular the debts and moneys due and owing to the party of the first part, and hereby assigned, and at their discretion to compromise and compound for the same and in payment of the same to take real or personal estate and to receive the notes and other evidences of debt of the party of the first part and the moneys so collected, received and got in as well as the proceeds of the said real and personal estate safely to keep and apply to and for the uses and purposes herein declared. That is to say: in the first place to pay and discharge all reasonable and necessary expenses, costs and charges attending the execution of this trust, in which it is expressly understood and agreed, that there shall be included to be charged by and allowed to the said John Lindsay five thousand dollars per annum and the said Alfred Ingraham four thousand dollars per annum respectively, so long as they shall respectively devote their time and attention to the business and concerns of this trust so far as the same shall be required.

Provided always, that if at any time hereafter any creditor or creditors of the said party of the first part interested in this trust to the amount, together of two hundred and fifty thousand dollars or more shall require the parties of the second part to call a meeting of all the creditors so interested for the purpose of diminishing, enlarging or revoking such allowances to the assignees above mentioned, or any of them, that it shall then be the duty of the said party of the second part to call such meeting, to be held at some convenient place to be by them appointed, of which sixty days notice shall be published in one or more papers of the county of Claiborne, and State of Mississippi, and of the cities of New York, Philadelphia, and New Orleans at least eight times during the said period of sixty days, and at such meeting a majority in number and value of all the said creditors shall then and there have power to diminish, increase or revoke the said allowance accordingly, and in case of such diminution or revocation, then the trust of this Indenture in regard to such allowance shall thereafter conform to such order of the creditors aforesaid, saving nevertheless in that event, to the parties of the second part and each of them, their right to such compensation as a competent tribunal shall in this behalf hold them to be respectively entitled to for their services in the execution of this trust. And in the second place to pay off, discharge, and satisfy all the judgments

heretofore entered and obtained against the said party of the first part in any court, or before any magistrate in the State of Mississippi, together with the interest, costs and charges accruing thereon. And in the third place fully to indemnify and save harmless all sureties from any loss or damage which they or any of them have sustained or may sustain for or by reason of any suretyship, engagement or responsibility of any kind whatsoever, which they respectively have entered into for or on behalf of the said party of the first part to these presents. And in the fourth place from time to time, as often as they shall have moneys in hand of sufficient amount for a dividend, to divide and distribute the same rateably and equally in and towards the payment of all and every the debts of the said party of the first part, and the interest accrued thereon, so that each creditor may participate rateably and alike in every such dividend until all the said debts and the interest accrued thereon shall be fully paid off and discharged. And in further trust from and after the payment and discharge of the debts intended to be secured and provided for by this Indenture in full with the interest, then to re-transfer, convey and pay over to the said party of the first part, their successors and assigns whatever may remain of the premises hereby granted or assigned, and all moneys, credits and effects which may have been raised therefrom or from any part thereof and not applied to the purposes of the trusts herein and hereby created, together with all deeds, papers, muniments of title, evidences and securities relating thereto. Provided always nevertheless, and it is hereby expressly declared, understood and agreed as the condition of this Indenture and the trusts therein and thereby created, that before the said trustees, their successors or assigns shall proceed to make or declare any dividend of the moneys raised or collected as aforesaid they shall give sixty days notice of their intention so to do, in one or more newspapers published in the cities of New York, Philadelphia and New Orleans, and in the county of Claiborne, at least eight times during the said period of sixty days, calling upon the claimants to come forward and prove their debts, and such dividend shall be declared and made only on the amounts so brought forward and proved: And no creditor shall be entitled to claim or receive such dividend who shall not have brought forward and proved his, her or their debt, or debts, before the time appointed for making and declaring such dividends. But if any further dividends shall thereafter be made, such neglecting or defaulting creditors bringing forward and proving his, her or their claim or claims in time therefor as aforesaid, shall be entitled to receive in addition to such dividend an amount equal to the rate of dividend or dividends which shall have been before made and paid, and so on from time to time until a final dividend shall be declared and made, which final dividend the said trustees, their successors and assigns are hereby authorized and required to de-

clare and make, whenever the moneys arising from the premises hereby granted and assigned shall by the payment of the said final dividend be disposed of and exhausted, or when all the creditors who have brought forward and proved their claims shall be paid in full, principal and interest, it being understood however, that no interest shall be paid until the final dividend; and from and after such final dividend no creditor shall have any claim upon the remaining fund if any there be, nor upon the said trustees, their successors or assigns, for or by reason of these presents or the trusts herein or hereby created, but the same except the trust for re-conveying the surplus to the said party of the first part, their successors or assigns, shall thenceforth cease, determine and be at an end.

Provided also, and it is expressly understood and agreed, that if the said party of the first part, their successors or assigns, shall at any time pay off and discharge the said debts, then and from thenceforth the trusts herein and hereby created, or so much thereof, as shall remain unexecuted, shall cease and be determined, and the whole of the trust property then remaining shall be conveyed, transferred, and be delivered, to the said party of the first part, their successors, or assigns.

And it is hereby expressly agreed, by and between the parties to these presents, as a condition and part thereof, that the said Trustees, their successors and assigns shall not be answerable for the acts, omissions or defaults of each other, but only each for his own acts, omissions and defaults, and that they shall not be answerable for the misconduct, omission or default of any agent or agents they may find it necessary to employ, but they shall be accountable only for the exercise of fair and reasonable skill and judgment, as well in the appointment of such agent or agents, as in the general management of the Trusts hereby created, if the same be executed in good faith and intention. And the better to enable the party of the second part, their successors and assigns, to execute the said Trusts, the said party of the first part do hereby make, constitute and appoint them their true and lawful attorneys and attorney, irrevocable in the premises for them and in their name or otherwise, but to and for the uses, intents and purposes of this Trust, and at the cost and charges of the same to ask, demand, sue for and recover, and receive, all and every sum or sums of money due, or to become due, by reason of any matter or thing herein and hereby granted and assigned or intended so to be, and to give receipts and acquittances for the same, and generally to act and do as fully and effectually in the premises as they themselves might or could do, and substitute or substitutes, one or more, under them to nominate and appoint, and again at pleasure to revoke such nominations or appointments, hereby ratifying and confirming whatsoever they or their said substitute or substitutes may lawfully do in the premises.

In witness whereof the said parties have hereunto interchangeably set their hands and seals, the said The President and Directors of the Grand Gulf Railroad and Banking Company, of the first part, acting by their President, John Lindsay, at Grand Gulf, the day and year above written.

The words "the," in the fourth line from the top of the second page; "to take real or personal estate, and," in the twentieth line from the top of the second page; the word "one," in the fifth line from the bottom of the fourth page; and the words "or otherwise," in the third line from the bottom of the fifth page, were interlined before execution.

J. LINDSAY, *President.* [SEAL.]

We accept the trust created by the above indenture of assignment, this twenty-fifth day of February, in the year of our Lord one thousand eight hundred and forty-two.

JOHN LINDSAY, [L. S.]
ALFRED INGRAHAM.]L. S.]

STATE OF MISSISSIPPI, }
Claiborne County. }

Before me, the subscriber, Judge of the Probate Court of the County aforesaid, appeared the above named John Lindsay, Esquire, to me personally known, as the President of the Corporation above named, "The President and Directors of the Grand Gulf Railroad and Banking Company," who being duly sworn, according to law, did depose and say, that he executed the above written Indenture, as President of the said Corporation, and that the above impression is the common seal of the said Corporation, thereto duly affixed by the authority of the Board of Directors, and that the said Indenture is sealed and delivered as the proper act and deed of the said "The President and Directors of the Grand Gulf Railroad and Banking Company," for the uses, intents, and purposes therein set forth.

Given under my hand and seal, this 25th day of February, A. D. 1842.

WM. M. RANDOLPH, [L. S.]
Judge of Probate, C. C.

Schedule of the estate, property, and effects, excepted and reserved, in the foregoing indenture of assignment, annexed thereto, and sealed with the common seal of the President and Directors of the Grand Gulf Railroad and Banking Company, at Grand Gulf, on the 10th day of February, 1842, by authority of the said President and Directors, viz.:

A note executed by D. B. Patterson, R. J. Bland, and J. Harper, dated Grand Gulf, December 6th, 1837, payable to the President

and Directors of the Grand Gulf Railroad and Banking Company, four months after date thereof, for $1,500, entitled to a credit July 15th, 1838, of $1,139 52.

A note executed by Benj. F. Stockton, Harper, Carpenter & Co., in liquidation; A. Tunstall & Co., in liquidation, and L. P. Maxwell, dated Grand Gulf, 21st March, 1833, payable to the President and Directors of the Grand Gulf Railroad and Banking Company, on the 15th November, 1839, for $1,060.

A note executed by A. Tunstall, J. Harper, Summers & Watt, dated Grand Gulf, 19th December, 1836, payable to the President and Directors of the Grand Gulf Railroad and Banking Company, thirteen months after the 23d of December, 1836, for $1,500.

A note executed by A. Tunstall & Co., in liquidation, Harper, Carpenter & Co., Summer & Watt, dated Grand Gulf, 24th December, 1837, payable to the President and Directors of the Grand Gulf Railroad and Banking Company, thirty days after the 30th December, 1838, for $600.

A note executed by Eli West for $718 76, dated Port Gibson, September 24th, 1838, payable on the first of March, 1839, to J. O. Pierson & Co., or order, and endorsed by J. O. Pierson & Co., and by Muir, Moore & Co., negotiable and payable at the Bank of Port Gibson, and protested for non-payment at maturity.

A bill of exchange drawn by Brock & Jones, on Davis, Wood, & McCall, Vicksburg, Miss., for $1,000, dated at Grand Gulf, January 11, 1837, payable thirty days after date to the order of Sawyer & Wilroy, and endorsed by them and A. Tunstall & Co., and protested for non-payment at maturity.

A bill of exchange drawn by Wm. M. Brown on Bogart & Hoopes, of New Orleans, and by them accepted on the 20th of November, 1835, for $1,525, dated Port Gibson, 13th November, 1835, payable four months after sight to the order of Jas. H. Moore & Co., and endorsed by them and Robt. G. Green, and protested for non-payment at maturity.

[SEAL.] J. LINDSAY, *President.*

State of Mississippi, }
County of Claiborne. }

I, Frederick J. Poor, Clerk of the Probate Court in and for said county, do hereby certify that the within and foregoing deed of assignment was filed in my office for record on the 25th day of February, A. D. 1842, and that the same is now duly recorded in my office, in book W., pages 20, 21, 22, 23, 24.

Given under my hand and official seal at Port Gibson, this 6th day of April, A. D. 1842.

[SEAL.] FRED'K J. POOR, *Clerk,*
By H. CARPENTER, *D. C.*

And whereas, the said John Lindsay Alfred Ingraham accepted

the trusts of said deed, took into their possession and control the property and effects, and entered upon the execution of the trusts thereof, and whereas, since the execution of said deed of trust, and the acceptance thereof, by said John Lindsay and Alfred Ingraham, the said John Lindsay has departed this life; and whereas, the duties necessary to a proper fulfilment and discharge of the said trusts are extremely onerous, and it is utterly impossible for the said trusts to be effectually carried into execution, and the interests of the creditors of the said President and Directors of the Grand Gulf Railroad and Banking Company to be properly protected without the appointment of an additional trustee. The amount of business involved, and the proper execution of said trusts, require that another trustee should be appointed in the place of said John Lindsay, deceased. It has been, therefore, deemed proper and advisable by the said President and Directors of the Grand Gulf Railroad and Banking Company, the said Alfred Ingraham, and by various creditors of the said President and Directors of the Grand Gulf Railroad and Banking Company, that George Read, of the county of Claiborne and State of Mississippi, should be associated as a trustee with the said Alfred Ingraham for the accomplishment and due execution of the foregoing deed of trust; and whereas, the said George Read has agreed to be associated and to act with the said Alfred Ingraham as co-trustee, as aforesaid, in the place of said John Lindsay, deceased, subject to the same duties and responsibilities, and to receive the same remuneration, that the said Lindsay, as trustee, received as aforesaid. Therefore, to accomplish these purposes, and to more effectually carry into effect the provisions or trusts in the foregoing deed of assignment mentioned,

This Indenture witnesseth, The said President and Directors of the Grand Gulf Railroad and Banking Company, and the said Alfred Ingraham, for the consideration aforesaid, and for the further consideration of five dollars, to them in hand paid by the said George Read, receipt of which is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer and set over unto the said Alfred Ingraham and to the said George Read, and to the survivor of them, and to the heirs, executors, administrators and assigns of such survivor, all and singular, the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, monies, property and effects in the aforesaid deed of trust, made by the said President and Directors to the said John Lindsay and Alfred Ingraham, mentioned, and contained and described, saving and excepting only the estate, property and effects contained, described and set forth in a certain schedule annexed to the aforesaid deed of trust and assignment, sealed with seal of the said President and Directors, and bearing

even date with said deed of trust and assignment, of all which property, real and personal effects, notes, &c., hereby assigned and conveyed to the said Alfred Ingraham and George Read, a schedule will be made out as soon as the same can conveniently and reasonably be done, and be annexed hereto. To have and to hold all and singular the said property, real and personal, debts, choses in action, and effects, to them the said Alfred Ingraham and George Read, and to the survivor of them, and to the heirs, executors, administrators and assigns of such survivor, upon the same trusts and uses named, specified and declared in said deed of trust so executed as aforesaid to the said John Lindsay and Alfred Ingraham, and the said trustees, to have the same powers, and to be subject to the same responsibilities, that the said trustees Lindsay and Ingraham were subjected to in and by the aforesaid deed. And whereas the clause in said original deed made to said Lindsay and Ingraham, giving power to said trustees to compromise and compound claims and debts due to the said President and Directors, and to receive real and personal estate in payment thereof, was only intended to embrace cases wherein the parties who owed the debts were in doubtful or desperate circumstances, or where the debt or demand was legally disputable, and a recovery of the same was doubtful; therefore, to explain clearly the intention of said parties, it is hereby declared, that said powers to compromise and compound, and to receive real and personal estate, shall only extend to cases of the said doubtful or disreputable character.

In testimony whereof, the said, the President and Directors of the Grand Gulf Railroad and Banking Company have hereunto affixed the common seal of them the said President and Directors of the Grand Gulf Railroad and Banking Company, and the said Alfred Ingraham hath hereunto set his hand and affixed his seal, on this the thirty-first day of December, in the year of our Lord eighteen hundred and forty-two.

[SEAL] ALFRED INGRAHAM. [SEAL.]

We saw the seal of the President and Directors of the Grand Gulf Railroad and Banking Company affixed to this Deed of Assignment, on the day and year above named, to wit, the thirty-first day of December, in the year of our Lord eighteen hundred and forty two, in presence of the Board of Directors of said Bank, and by their order and direction. And we saw Alfred Ingraham sign, seal and acknowledge the same. And we saw said Deed delivered on the said day to Alfred Ingraham and George Read, the Trustees named therein.

GEO. L. VAN BIBBER,
A. VAN BIBBER.

We accept the office of Assigns, as within set forth. Witness

our hands and seals, this thirty-first day of December, eighteen hundred and forty-two.

ALFRED INGRAHAM, [SEAL]
GEORGE READ. [SEAL]

Witnesses:
GEO. L. VAN BIBBER,
A. VAN BIBBER.

State of Mississippi, }
Claiborne County. }

Personally appeared before me, William M. Randolph, Judge of the Probate Court of the County aforesaid, the above Geo. L. Van Bibber and A. Van Bibber, subscribing witnesses to the above and foregoing deed of trust and assignment, who being first duly sworn, depose and say that they saw the common seal of the President and Directors of the Grand Gulf Railroad and Banking Company, affixed to the said deed of trust and assignment, on the day it bears date, as the act and deed of the said, the President and Directors of the Grand Gulf Railroad and Banking Company, in the presence of, and by the direction of the Board of Directors of said Institution; and, that they saw the said deed after it was sealed as aforesaid, delivered to Alfred Ingraham and George Read, the assignees therein named, as the act and deed of the said, the President and Directors of the Grand Gulf Railroad and Banking Company; and, that they subscribed as witnesses to the same at the request of said Board of Directors, in the presence of each other, and in the presence of the Board of Directors, on the day and year therein named. Said witnesses also depose, that they saw Alfred Ingraham sign, seal and deliver the said deed of trust and assignment as his act and deed. Witness also depose, that *they* saw Alfred Ingraham and George Read, sign their names and affix their seals to that part of said deed, showing the acceptance of the trusts thereof.

Given under my hand and seal this thirty-first day of December, in the year of our Lord eighteen hundred and forty-two.

WM. M. RANDOLPH, [SEAL.]

Filed for record, 31st December, 1842, and duly recorded.
FRED. J. POOR, *Clerk.*

State of Mississippi, }
County of Claiborne. }

I, Frederick J. Poor, Clerk of the Probate Court, in and for said County, do hereby certify, that the foregoing transcript of nine pages and a part of this, contain a true and correct copy of the deed of trust and assignment, from the President and Directors of the Grand Gulf Railroad and Banking Company, and Alfred Ingraham, to Alfred Ingraham and George Reed, as the same ap-

pears of record in my office, in Book W, pages 233, '34, '35, '36, '37 and '38.

Given under my hand and seal of office, at Port Gibson, [SEAL.] this 17th day of June, A. D. 1848.

FRED. J. POOR, *Clerk.*
By JNO. W. MURPHY, *D. C.*

And at the time of filing the foregoing bill of complaint, the Clerk of the Circuit Court of Claiborne County, issued the following subpœna in this cause, to wit:

Subpœna.

State of Mississippi, } *ss.*
Claiborne County. }

To Thomas G. McIntyre and William Bridgers, Greeting:

For certain causes offered before us in our Southern District Chancery Court of the State of Mississippi; we command and strictly enjoin you, that laying all other matters aside, and notwithstanding any excuse, you personally appear before the said Court, to be holden at the Court room in the City of Natchez, on the fourth Monday of December next, to answer a certain bill of complaint, exhibited against you by Alfred Ingraham and George Read, complainants in our said Court; and further to do and receive whatsoever our said Court shall have considered in this behalf; and this you shall not omit under the penalty of one hundred dollars, and the consequences that may fall therein.

Witness the Honorable James M. Smiley, Vice Chancellor, for the Southern District of said State, the 4th [SEAL.] Monday of June A. D. 1848. Issued this 21st day of September, A. D. 1848.

DANIEL McDOUGALL, *Clerk.*
By SPOONER FORBES, *D. C.*

To the Sheriff of Claiborne County, to execute and return.
Received Sept. 21st, 1848.

R. M. MOORE, *Sheriff,*
By R. HOPKINS, *D. S.*

And upon which subpœna is the following Sheriff's return.

Received Sept. 21st, 1848. R. M. MOORE, *Sheriff.*
By R. HOPKINS, *D. S.*

Executed on T. G. McIntyre and
William Bridgers, Sept. 25th, 1848.

R. M. MOORE, *Sheriff,*
By R. HOPKINS, *D. S.*

And afterwards, to wit: on the 28th December, 1848, the defendants by their solicitor, filed the following plea in this cause, to wit:

Plea of Defendants.

"The plea of Thomas G. McIntyre and William Bridgers, to the bill of complaint exhibited against them in the Southern District Chancery Court, of the State of Mississippi, by Alfred Ingraham and George Read."

These defendants by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's said bill mentioned, to be true in manner and form as the same are therein and thereby set forth and alleged, do plead thereunto, and for plea say, that the said promissory note in the said bill mentioned and filed therewith as Exhibit A, was discounted on the eighteenth day of November, A. D. 1841, by the said President and Directors of the Grand Gulf Railroad and Banking Company, a banking corporation in the State of Mississippi, incorporated by the Legislature of said State, and thereby then and there became and was the property of said Banking Corporation, and a part of its bills receivable, and so thenceforward remained and continued to be until the tenth day of February, A. D. 1842; and these defendants aver, that on said last mentioned day, the aforesaid Banking Corporation, transferred and delivered the said promissory note to one John Lindsay and the complainant, Ingraham, in violation of the statute in such case made and provided.

And they further say that the said John Lindsay, having subsequently departed this life, the said complainant Ingraham, and the said President and Directors of the Grand Gulf Railroad and Banking Company, transferred and delivered the said promissory note to the said complainants in like violation of the statute aforesaid. All which matters and things these respondents do aver to be true, and plead the same to the whole of said bill in abatement thereof, and crave the judgment of this Honorable Court, and humbly pray to be hence dismissed with their costs, &c.

JNO. B. COLEMAN,
Defendant's Solicitor.

Sworn to before me,
28th December, 1848,
E. S. RUSSELL, *Clerk.*

And afterwards, to wit, on the 2d day of January, 1849, being the December Term, A. D., 1848, of our said Court, the following order was made and entered of record in this cause, to wit:

Plea over-ruled.

331. Ingraham & Read, *vs.* Thos. G. McIntyre, *et al.*

This cause coming on to be heard on plea in abatement to complainant's bill, it is ordered that the same be overruled.

And afterwards to wit, on the 2d day of January, 1849, being the December Term, A. D. 1848, of our said Court, the following order was made and entered of record in this cause, to wit:

Appeal to the Superior Court of Chancery.

331. Ingraham & Read, *vs.* Thos. G. McIntyre, *et al.* } In Chancery.

The defendants, by their solicitor, feeling themselves aggrieved by the decision of the Court in overruling the plea in abatement, prays an appeal to the Superior Court of Chancery of the State of Mississippi, which is granted upon their entering into bond conditioned according to law, in the sum of nine thousand dollars, within sixty days from this date, to be approved by the Vice Chancellor in vacation.

And afterwards, to wit, on the 28th of June, 1851, being the June Term of our said Court, the following order was made and entered of record in this cause, to wit:

Death of William Bridgers suggested.

331. Ingraham & Read *vs.* Thomas G. McIntyre and William Bridgers. } In Chancery.

In this case the complainants come and suggest the death of William Bridgers, one of the defendants, and by consent of William S. Wilson and John B. Coleman, Esqrs., solicitors for complainants and defendants respectively, it is ordered that this suit be and the same is revived against Elias Bridgers and David D. Irwin, executors of the last will and testament of the said William Bridgers, deceased.

And afterwards, to wit, on the 26th day of December, 1851, being the December Term of our said Court, the following order was made and entered of record in this cause, to wit:

Scire facias ordered to issue.

133. Ingraham and Read *vs.* Thomas G. McIntyre and William Bridgers. } In Chancery.

The death of William Bridgers, suggested, it is ordered that a writ of scire facias be issued herein to revive against Elias Bridgers and David D. Irwin, executors of the last will and testament of said William Bridgers, deceased, returnable to the next term of this Court.

And afterwards, to wit, on the 12th day of April, 1852, the following writ of scire facias was issued in this cause, to wit:

The State of Mississippi, Southern District, Chancery Court. } *Scire Facias.*

To the sheriff of Claiborne County, Greeting:

Whereas, Alfred Ingraham and George Read, lately in our Southern District Chancery Court of the State of Mississippi, held at the Court room in the City of Natchez, filed their bill of complaint against Thomas G. McIntyre and William Bridgers, and the said William Bridgers, one of the defendants to the bill aforesaid, afterwards, and before final decree thereon, died, and letters of executorship of all and singular the goods and chattels, rights and credits, which were of the said William Bridgers, deceased, at the time of his death, were by the Probate Court of Claiborne County, granted to Elias Bridgers, and David D. Irwin, as we are informed by the said complainants aforesaid.

Whereupon the said complainants, Alfred Ingraham and George Read, hath besought this Court to grant them proper remedy in that behalf, and the Court being willing that what is right should be done in the premises.

You are hereby commanded to make known to the said Elias Bridgers and David D. Irwin, executors, &c, of William Bridgers, deceased, as aforesaid, that they be and appear before the Vice Chancellor of the State aforesaid, at a Southern District Chancery Court of the State of Mississippi, to be holden at the Court room in the city of Natchez, on fourth Monday of June next ensuing, to show cause if any they can, why the said bill should not be revived against them the said Elias Bridgers and David D. Irwin, executors as aforesaid, according to the statute in such cases made and provided, if it shall seem expedient for them so to do, and receive what the said Court shall then and there consider in this behalf, and have then and there this writ.

Witness the Honorable James M. Smiley, Vice Chancellor of the State aforesaid, who hath caused the seal of the Court to be hereunto affixed at the Court room, in the [L. S.] city of Natchez, on the fourth Monday of December, eighteen hundred and fifty-one, issued the 12th day of April, 1852.

E. S. RUSSELL, *Clerk.*

And upon which scire facias is the following sheriff's return.

"Recv'd Ap. 16, '52."

A. H. BOBA, *Sh'ff.*

"Executed on Elias Bridgers, April 20th, '52.

A. H. BOBA, *Sh'ff.*

Executed on D. D. Irwin, May 11, 1852.

A. H. BOBA, *Sh'ff.*

And afterwards, to wit, June 30th, 1854, the defendants filed the following demurrer to said cause, to wit:

Demurrer.

331 "Ingraham and Read *vs.* McIntyre, surv., and E. Bridgers and D. D. Irwin, executors, &c.

The defendants Bridgers and Irwin, by protestation, not confessing, &c., say they are advised that said scire facias is demurrable, wherefore they demur to the same, and pray the judgment of the Honorable Court, &c.

MAURY & COLEMAN,
Solicitors for Def'ts."

And afterwards, to wit, on the 29th of May, 1856, being the May Term of our said Court, the following orders were made and entered of record in this cause, to wit:

Scire Facias and Demurrer stricken from the Records.

331 "Ingraham and Read *vs.* Thomas McIntyre and William Bridgers. In Chancery.

On motion of complainants in this case, it appears that at the June Term, A. D. 1851, this cause was revived, against Elias Bridgers and David D. Irwin, executors of the last will and testament of William Bridgers, deceased, and that a scire facias was afterwards issued against said executors, and a demurrer filed thereto, it is now by the Court ordered that said scire facias and demurrer be and the same are stricken from the records."

Abated as to David D. Irwin pro confesso, and order of reference.

331 "Ingraham and Read *vs.* Thomas G. McIntyre and William Bridgers. In Chancery.

And now come the complainants, and they suggesting the death of David D. Irwin, one of the executors of the will of William Bridgers, it is ordered that this suit be abated as to him, and the said defendant McIntyre and Elias Bridgers, executors against whom the suit has been revived, having failed to demur or answer to complainants' bill since the plea filed herein was overruled, it is ordered that said bill be and the same is taken as confessed by said McIntyre, and said surviving executor, and that it be referred to E. S. Russell, Esq., as commissioner to compute the amount due on the note in the bill mentioned."

Leave to Elias Bridgers, survivor, to take the case to the High Court.

331 " Ingraham and Read *vs.* Thomas G. McIntyre and William Bridgers. } In Chancery.

In this case which has been revived against the executors of William Bridgers of whom Elias Bridgers is survivor, it is agreed that said executor may hereafter have, if he shall see fit to take the case to the High Court, all the advantage of the plea formerly filed herein by William Bridgers, which was overruled as though the said executors had filed another plea to the same effect in his own person."

And afterwards, to wit, on the 30th of May, 1856, the following report of E. S. Russell, commissioner, was filed in this cause, to wit:

Commissioner's Report.

Alfred Ingraham and George Read, 331. *vs.* Thomas G. McIntyre and William Bridgers. } In the Southern District Chancery Court, at Natchez, May, Special Term, 1856.

The undersigned Commissioner, to whom this cause was referred to compute and ascertain the amount of principal and interest due by the defendants, Thomas G. McIntyre and Elias Bridgers, as Executors of William Bridgers, deceased, respectfully reports:

That from the bill of complaint there appears to have been due complainants, by defendants, on the 16th day of November, A. D. 1842, the sum of $4,842 73

Interest from 16th November, 1842, to date of this report, thirteen years six months and thirteen days, at eight per cent., ... 5,244 00

$10,086 73

Making the sum of ten thousand and eighty-six dollars and seventy-three cents of principal and interest due at the date of this report.

Very respectfully,
E. S. RUSSELL, *Com'r.*

Natchez, May 30th, 1856.

And afterwards, to wit, on the 30th May, 1856, being the May Term of our said Court, the following order was made, and entered of record in this cause, to wit:

Confirming Commissioner's Report.

331. "Ingraham and Read *vs.* Thomas G. McIntyre and William Bridgers. } In Chancery.

Upon motion of complainants' solicitor, it is ordered that the report of E. S. Russell, Commissioner, filed in this cause, be and the same is hereby confirmed, and final decree ordered."

And afterwards, to wit, on the 30th May, 1856, being the May Term of our said Court, the following final decree was made and entered of record in this cause, to wit:

Final Decree.

331. Alfred Ingraham and George Read *vs.* Thomas G. McIntyre and William Bridgers.

This cause having come on to be heard on the bill of complaint taken as confessed against the defendants, Thomas G. McIntyre and Elias Bridgers, surving executors of the last will and testament of William Bridgers, against which executors the suit had been revived, and on the proofs in the cause, and the Court being satisfied on the production and proof of the deeds of assignment in the bill mentioned, that complainants are assignees of the promissory note therein described, and entitled to have and recover from the said defendants the amount due thereon, and it having been referred to E. S. Russell, Esq., Clerk of this Court, to ascertain and compute the amount of principal and interest due on said note, and he having reported that there is due of principal and interest the sum of ten thousand and eighty-six dollars and seventy-three cents, it is ordered that the said report be and the same is in all things confirmed.

And his Honor, the Vice Chancellor, doth order, adjudge and decree that said defendants, McIntyre and Elias Bridgers, surviving executors as aforesaid, do within ten days pay to complainants said sum of ten thousand and eighty-six dollars and seventy-three cents, and that complainants do have and recover from them that sum, and that in default thereof, complainants do have execution for the same to be levied of the goods and chattels, lands and tenements of the said McIntyre, but it being represented to the Court by the said executor that the estate of his testator, William Bridgers, has been declared insolvent, it is ordered that no execution issue herein against said executor, to be levied of the goods and chattels in his hands. It is further ordered that complainants do have and recover from the defendants their costs herein.

Ordered, adjudged and decreed this 30th day of May, A. D. 1856.

B. C. BUCKLEY,
V. Chancellor. [SEAL.]

The following proof of complainants was filed in this cause, to wit:

Proof of Complainants.

Grand Gulf, November 18, 1841.

$4,842\frac{73}{100}$.

Three hundred and seventy days after the date hereof, we or either of us, promise to pay to the President and Directors of the Grand Gulf Railroad and Banking Company, four thousand eight hundred and forty-two dollars and seventy-three cents, value received.

Credit first drawer.

TH. G. McINTYRE,
PETER McINTYRE,
WM. BRIDGERS.

8th Jan., 1844, credit,	$370 37
1 Oct., 1844, do.	404 35

State of Mississippi, }
Claiborne County. }

I certify that this note has been probated as a claim against the estate of Wm. Bridgers, and the allowance or disallowance thereof is reserved until the coming in of the report of the Commissioner of Insolvency.

JAMES A. MAXWELL,
Judge Probate C.

April 29, 1852.

The State of Mississippi, }
Claiborne County. }

Personally appeared before the undersigned Judge of Probate in and for said county, Alfred Ingraham, one of the assignees of the Grand Gulf Bank, who being duly sworn, deposeth and says, that the note hereunto annexed, against William Bridgers, now deceased, amounting to $4,842 73, as stated, is just and true, and they have not received any part of the money as stated to be due, or any security or satisfaction for the same, except what is credited.

ALFRED INGRAHAM.

Sworn to and subscribed before me, this 29th day of March, 1852.

JAMES A. MAXWELL,
Judge of Probate.

In Probate Court of Claiborne county, }
Mississippi. April Term, 1860. }

Estate of William Bridgers, deceased.

A. Ingraham and Geo. Read, assignees of the Grand Gulf Railroad and Banking Company, appear and present their claim against the estate of said decedent, founded on promissory note due November 26, 1842, for $4,842 73, subject to certain credits thereon endorsed, and the Court having probated said note, and being satisfied that the same is just and true, and unpaid in full, and that the said note is barred by the Statute of Limitations, for that appears in proof, thereupon itis ordered by the Court, that said claim be referred to the clerk of the Court, acting as commissioner of insolvency of the estate of said decedent, to be by him represented in his report and the quantum of allowance or disallowance thereof, as a claim against said estate, is reserved until the coming in of said report:

April 23, 1852. JAMES A. MAXWELL.

And afterwards, to wit, on the 27th day of December, 1856, the defendants, Thomas G. McIntyre and Elias Bridgers, executors of Wm. Bridgers, deceased, filed their following petition for writ of error in this cause, to wit:

Petition for Writ of Error.

To E. S. RUSSELL, Esq.,
Clerk, Southern District, Chancery Court.

The petition of Thomas G. McIntyre and of Elias Bridgers, surviving executors of William Bridges, deceased, represents:

That at the May term, A. D. 1856, of the Southern District Chancery Court, of the State of Mississippi, Alfred Ingraham and George Read, received a decree against your petitioners for the sum of ten thousand and eighty-six dollars and seventy-three cents; in which decree and proceedings of said Court, your petitioners are advised, that there is manifest error.

They are desirous of having the same revised by the High Court of Errors and Appeals, and therefore pray for the issuance of a writ of error in this behalf.

And as in duty bound, &c.

THOMAS G. McINTYRE,
ELIAS BRIDGERS,
Executors of William Bridgers,
By JOHN B. COLMAN,
Attorney and Solicitor.

And afterwards to wit, on the 27th December, 1856, the defendant Elias Bridgers, surviving executor, filed his following writ of error bond, to wit:

Writ of Error Bond.

Know all men by these presents, that I, Elias Bridgers, surviving executor of the last will and testament of William Bridgers, deceased, of the County of Claiborne, and State of Mississippi, am held and firmly bound unto Alfred Ingraham and George Read, in the penal sum of five hundred dollars, to which payment well and truly to be made, I bind myself, my heirs, &c., firmly by these presents, sealed with my seal, and dated this twentieth day of December, A. D. 1856.

The condition of the above obligation is such, that whereas on the thirtieth day of May, 1856, a decree was rendered in the Southern District Chancery Court of the State of Mississippi, sitting at Natchez, in favor of the said Alfred Ingraham and George Read, as assignees, of the President and Directors of the Grand Gulf Railroad and Banking Company, against Thomas G. McIntyre and the said Elias Bridgers, as surviving executor of the last will and testament of William Bridgers, deceased, for the sum of ten thousand and eighty-six dollars and seventy-three cents. And whereas the said Elias Bridgers, as surviving executor as aforesaid, has sued out a writ of error, to have said degree revised by the high Court of Errors and Appeals, of the State of Mississippi.

Now if the said Elias Bridgers shall prosecute his writ of error with effect, or in case he fail therein, if he shall well and truly pay all such costs as shall be awarded against him by said high Court of Errors and Appeals, then this obligation to be void. Else to be and remain in full force and virtue.

ELIAS BRIDGERS. [SEAL.]

Attest, JNO. B. COLEMAN.

State of Mississippi.

I, E. S. Russell, Clerk of the Southern District Chancery Court of the State of Mississippi, do hereby certify that the foregoing forty-six pages of writing, and part of this page, contains a full and true transcript of the papers, proceedings, orders, &c., of the Record of the case wherein Alfred Ingraham and George Read are complainants, against Thomas G. McIntyre and Elias Bridgers, surviving executors of the last will and testament of William Bridgers, are defendants, as this same appears of record and on file in my office in the City of Natchez.

Witness my hand and seal of said Court hereunto [SEAL.] affixed at the City of Natchez, this 28th day of January, 1857.

E. S. RUSSELL, *Clerk.*
By R. W. WOOD, *D'y Clerk.*

And afterwards, to wit, on the 6th April, 1857, the following citation was filed in this cause to wit:

The State of Mississippi,
Southern District Chancery Court.

To the Sheriff of Claiborne County, Greeting:

Whereas, in a certain case pending and tried at the May Term, A. D. 1856, of the Southern District Chancery Court of the State of Mississippi, wherein Alfred Ingraham and George Read are complainants, and Thomas G. McIntyre and Elias Bridgers, surviving executor of the last will and testament of William Bridgers, are defendants, a decree was rendered against said defendants for the sum of ten thousand and eighty-six dollars and seventy-three cents, and costs of suit amounting to thirty-nine dollars and fifty-two cents. And whereas, it hath been alleged by the said defendants, that in the record and proceedings in said cause, manifest errors have occurred and intervened, and they having filed in our said Court their petition for a Writ of Error in this behalf to the High Court of Errors and Appeals of the State of Mississippi, which has been granted on their entering into bond conditioned and approved of, as the statute in such cases made and provided.

You are therefore hereby commanded to cause the said complainants in the Court below, or their solicitor, W. J. Wilson, Esq., to be and appear at the next term of the High Court of Errors and Appeals of the State aforesaid, to be holden at the City of Jackson, on the third Monday of April next, then and there to answer to said Writ of Error, and have then and there this writ.

Witness the Honorable C. P. Smith, Presiding Judge
[SEAL.] of the High Court of Errors and Appeals of the State aforesaid, at the Court Room in the City of Jackson, the third Monday of October, A. D. 1856.

Issued the 28th day of January, 1857.

E. S. RUSSELL, *Clerk.*
By Ro. W. Wood, *D'y Clerk.*

Received and executed Feb. 2d, 1857, on W. J. Wilson, Solicitor for defendants.

JOHN B. HARVEY, *Sh'ff.*
By Thos. C. Murphy, *D. S.*

Filed April 6th, 1857.
G. T. Swann, *Clerk.*

And afterwards, to wit, on the 7th day of May, 1857, the same being a day of the April Term, A. D. 1857, of said High Court of Errors and Appeals, the following order was made in this cause to wit:

Thomas G. McIntyre and E. Bridgers,
surviving Executors, &c.,
7976 *vs.*
Ingraham and Read.

On motion by Mr. J. B. Coleman, of counsel for the plaintiffs in error, ordered that a Writ of Error, returnable to this present Term, issue from this Court upon the petition and record heretofore filed herein.

And afterwards, to wit, on the 18th day of May, 1857, the same being a day of the April Term, A. D. 1857, of said High Court of Errors and Appeals, the following order was made in this cause, to wit:

Thomas G. McIntyre, *et al.*
Surviving Executors,
7976 *vs.* } Continued.
Ingraham and Read.

And afterwards, to wit, on the 24th day of February, 1858, the same being a day of the October Term, A. D. 1857, of said High Court of Errors and Appeals, the following order was made in this cause, to wit:

Thomas G. McIntyre *et al.*,
Surviving Executors,
7976 vs.
Ingraham and Read.

Submitted on briefs, by Mr. J. B. Coleman, for the plaintiffs in error, and by Mr. Wilson, for defendants in error, and on copy of charter of Planter's Bank.

And afterwards, to wit, on the 26th day of April, 1858, the same being a day of the April Term, A. D. 1858, of said High Court of Errors and Appeals, the following order was made in this cause, to wit:

Thomas G. McIntyre and Elias Bridgers,
surviving executors, &c., of William
Bridgers, deceased,
7976 *vs.*
Ingraham & Read.

This cause having been submitted at a former Term of this Court, upon the record from the Southern District Chancery Court, at Natchez, and this Court having sufficiently examined and considered the same, and being of opinion that there is error therein, doth order, adjudge and decree that the decree of said Court, rendered in this cause at the May Term thereof, in the year 1856,

on the 30th day of May, 1856, be and the same is hereby *reversed* and that the complainants' bill of complaint herein be and the same is hereby dismissed.

And it is further considered and so ordered, adjudged and decreed that the plaintiffs in error do have and recover of said defendants in error the costs in this cause in this Court and in the Court below, to be taxed, &c.

And afterwards, to wit, on the 4th day of May, 1858, the same being a day of the April Term, A. D. 1858, of said High Court of Errors and Appeals, the following order was made in this cause, to wit:

7976 Thomas G. McIntyre, et al., *v.* Ingraham & Read.

Comes Mr. George S. Yerger and presents in open Court an amended decree herein and moves the Court here to set aside the decree entered herein on a former day of this Term, and enter the one now presented; said motion is submitted to the Court for consideration.

And afterwards, to wit, on the 17th day of May, 1858, the same being a day of the April Term, A. D. 1858, the following amended decree was rendered in this cause, to wit:

7976 Thomas G. McIntyre, et al., *v.* Alfred Ingraham, et al.

The motion herein to set aside the decree entered herein on a former day of this Term and to enter another decree presented to the Court, having been submitted to the Court, and the Court being fully advised in the premises, doth order, adjudge and decree that said motion be sustained; and thereupon the following decree was ordered to be entered in this cause to wit:—This cause having been submitted at a former Term of this Court upon the record from the Southern District Chancery Court at Natchez, and this Court having sufficiently examined and considered the same, is of opinion that the 7th section of the Act of the Legislature of the State of Mississippi, passed on the 21st February, 1840, prohibiting all banking institutions from transferring their bills receivable and other choses in action, is not, so far as the charter of the "President and Directors of the Grand Gulf Railroad and Banking Company" is concerned, repugnant to the Constitution of the United States, as comparing the rights or obligations contained in said charter, and the court is therefore of opinion that there is error in the decree rendered in this cause in said Southern District Chancery Court. It is therefore ordered, adjudged and decreed, that the said decree rendered at the May Term, 1856, of said

Court, to wit, on the 3d May, 1856, be and the same is hereby reversed, and that the complainant's bill be and the same is hereby dismissed; and it is further considered and so ordered, adjudged and decreed that the complainants in error do have and recover of said defendants in error the costs in this cause in this Court and in the Court below, to be taxed, &c., and that the certificate of this decree be sent to the Chancery Court of Claiborne County.

The State of Mississippi,
High Court of Errors and Appeals.

I, Samuel Livingston, Clerk of the High Court of Errors and Appeals of the State of Mississippi, do hereby certify that the preceding sixty-nine and one-half pages contain a full, true, and perfect transcript of the record of the case therein stated, as the same remains in my office.

[SEAL.] In testimony whereof, I have hereunto subscribed my name and affixed the seal of said Court at office at Jackson, in said State of Mississippi, this 24th day of December, A. D. 1860.

SAMUEL LIVINGSTON, *Clerk.*

Alfred Ingraham, survivor of George Read,
vs.
Emily McIntyre, testatrix of minor heirs of Thomas G. McIntyre, deceased, and Elias Bridgers, surviving executor of last will of William Bridgers, de'cd.

Supreme Court of United States.

Bond.

Know all men by these presents, that we, Alfred Ingraham and John C. Humphreys, are held and firmly bound unto Emily McIntyre and Elias Bridgers in the full and just sum of five hundred dollars, for the payment of which we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, signed with our hands, and sealed with our seals, this 17th day of November, A. D. 1860.

The condition of the above obligation is such that, whereas the above bounden Alfred Ingraham, survivor of George Read, deceased, has sued out and prosecuted to the Supreme Court of the United States a writ of error to revise the judgment rendered by the High Court of Errors and Appeals of the State of Mississippi, in a suit wherein Thomas G. McIntyre, and Elias Bridgers, surviving executors of the will of William Bridgers, deceased, were plaintiffs in error in said High Court of Errors and Appeals, and Alfred Ingraham and George Read were defendants in error. Now, if the said Alfred Ingraham shall prosecute his said writ to

effect, or in default thereof shall answer all damages and costs, if he fail to make good his plea, then this obligation to be void, otherwise to remain in full force and virtue in law.

ALFRED INGRAHAM, [SEAL.]
JNO. C. HUMPHREYS, [SEAL.]

United States of America, *ss.*

To Emily McIntyre, testatrix of Mary McIntyre and William B. McIntyre, children and minor heirs of Thomas G. McIntyre, deceased, greeting: You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to a writ of error, filed in the clerk's office of the High Court of Errors and Appeals of the State of Mississippi, wherein Alfred Ingraham, survivor of George Read, now deceased, is plaintiff in error, and you are one of the defendants in error, to show cause, if any there be, why the judgment in the said writ of error mentioned, should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Cotesworth P. Smith, Chief Justice of the High Court of Errors and Appeals of the State of Mississippi, this 27th day of November, 1860.

C. P. SMITH.

United States of America,
Southern District of Mississippi.

Personally appeared before the undersigned, a commissioner, appointed by the Circuit Court for the said district, to take bail, affidavits, &c., S. H. Kellogg, of full age, who, being sworn, says that on the twelfth day of December, A. D. 1860, he served the within citation on the within named Emily McIntyre, at her residence in Point Coupee, Paris, Louisiana, by reading the same to her, and delivering a copy thereof to her.

S. H. KELLOGG.

Sworn and subscribed this 20th day of
December, A. D. 1860, before me,
JAS. A. GAGE, *Com'r.*

United States of America, *ss.*

To Elias Bridgers, surviving executor of the will of William Bridgers, deceased, greeting: You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington, on the first Monday of December next, pursuant to a writ of error filed in the Clerk's office of the High Court of Errors and appeals of the State of Mississippi, wherein Alfred Ingraham, survivor of George Read, now deceased, is plaintiff in error, and you are one of the defendants in error, to show cause, if any there be, why the judgment in said writ of

error mentioned, should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Cotesworth P. Smith, Chief Justice of the High Court of Errors and Appeals of the State of Mississippi, this 27th day of November, A. D. 1860.

C. P. SMITH.

United States of America,
Southern District of Mississippi.

Personally appeared before the undersigned, a commissioner appointed by the Circuit Court for the said District, to take bail, affidavits, &c., S. H. Kellogg, of full age, who, being sworn, says, that on the seventh day of December, A. D., 1860, he served the within citation on the within named William Bridgers, at his residence, in the parish of Madison, Louisiana, by reading the same, and delivering a copy thereof, to him.

S. H. KELLOGG.

Sworn and subscribed this 20th day
of December, A. D 1860, before me,
JAMES A. GAGE.

United States of America, *ss.*

The President of the United States of America, to the Judges of the High Court of Errors and Appeals of the State of Mississippi, Greeting: Because in the record and proceedings, as also in the rendition of a judgment in a plea which is in the said High Court of Errors and Appeals before you, between Thomas G. McIntyre and Elias Bridgers, surviving executor of William Bridgers, deceased, who were plaintiffs in error, and Alfred Ingraham and George Read were defendants in error, (which said Thomas G. McIntyre has since died, leaving his representative, Emily McIntyre, testatrix of his minor children and heirs, Mary M. McIntyre and William B. McIntyre,) a manifest error hath happened to the great damage of the said Ingraham, the survivor of George Read, who has since died, as by the complaint of said Ingraham, survivor of said Read, is alleged.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf. Do command you, if judgment be therein given, that then under your seal distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done

therein to correct that error, which if right and according to the law and custom of the United States, ought to be done.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, the first Monday of November, A. D. 1860, and of the Independence of the United States the 85th.

Issued the 27th day of November, A. D. 1860.

W. H. BROWN, *Clerk,*
Circuit Court, Southern District of Mississippi.

In obedience to the command of the foregoing writ of error, I have made out full, true, and perfect transcript of the record of the case wherein Thomas G. McIntyre and Elias Bridgers, surviving executors, &c., of Wm. Bridgers, deceased, were plaintiffs in error, and Altred Ingraham and George Read, defendants, from the Southern District Chancery Court of Mississippi, and herewith transmit the same by mail, postage pre-paid, with the citations herein, and writ of error bond, to the Clerk of the Supreme Court of the United States at Washington.

Witness my hand, and the seal of said High Court hereto affixed, at office at Jackson, this 24th day of December, A. D 1860.

[SEAL.]

SAMUEL LIVINGSTON, *Clerk.*